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Call to Order	Dan McConkie
Review of Board Members Absent	Dan McConkie
Approval of April 27 Minutes	Dan McConkie

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## ITEM INFORMATION

1	Benefits Pool Committee Report	Steve Baker
2	Personnel Committee Report	Steve Baker
3	Loss Control Manager's Report	Mark Brady
4	Chief Executive Officer's Report	Lester Nixon

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## ACTION

5	Ratify UBS Financial Services Agreement	Lester Nixon
6	Approve Amended Investment Policy	Lynn Lemon
7	Approve Code of Ethics Policy	Lester Nixon
8	Approve Fraud Policy	Lester Nixon
9	Approve Workers' Comp Managed Care Services Agreement w/CorVel	Lester Nixon
10	Approve Property Brokerage Agreement w/Marsh	Lester Nixon
11	Approve Inclusion of Separately Insured Health Departments in the Risk Management Program and Authorize Modifications	Lester Nixon
12	Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation	
13	Action on Litigation Matters	Kent Sundberg
14	Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	
15	Ratification and Approval of Payments and Credit Card Transactions	Gene Roundy

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Other Business

Next Meeting, June 23, 10:00 a.m., UCIP Building

Adjourn

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Utah Counties Insurance Pool  
*Serving Counties Since 1992*

## BOARD OF TRUSTEES MEETING

### MINUTES

June 3, 2005, 12:30 p.m.  
Red Cliffs Lodge, Moab, UT

#### BOARD MEMBERS PRESENT

Dan McConkie, *President*, Davis County Commissioner  
Lynn Lemon, *Vice President*, Cache County Executive  
Gene Roundy, *Secretary-Treasurer*, Iron County Commissioner  
Ken Bischoff, Weber County Commissioner  
Steve Baker, Davis County Personnel Director  
Kay Blackwell, Piute County Commissioner  
Ira Hatch, Emery County Commissioner  
Ed Phillips, Millard County Sheriff  
Kent Sundberg, Utah County Deputy Attorney

#### BOARD MEMBERS ABSENT

Jim Eardley, Washington County Commissioner  
Jerry Grover, Utah County Commissioner  
Steve Wall, Sevier County Clerk-Auditor

#### OTHERS PRESENT

Lester Nixon, Chief Executive Officer  
Mark Brady, Loss Control Manager  
Sonya White, Executive Assistant

#### Call to Order

Dan McConkie called the meeting of the Utah Counties Insurance Pool Board of Trustees to order at 12:30 p.m. on June 3, 2005. Dan welcomed those in attendance.

#### Review of Board Members Absent

Jim Eardley requested to be excused from this meeting due to medical reasons. Jerry Grover and Steve Wall requested to be excused from this meeting due to family commitments. Ed Phillips made a motion to excuse Jim Eardley, Jerry Grover and Steve Wall from this meeting. Lynn Lemon seconded the motion, which passed unanimously.

#### Approval of April Minutes

The minutes of the Board of Trustees meeting held April 27, 2005 were previously sent to the Board Members for review. Lynn Lemon made a motion to approve the April 27 meeting minutes as written. Ken Bischoff seconded the motion, which passed unanimously.

#### Benefits Pool Committee Report

A market industry report was given by Jeff Larsen and Lawrence Wiscombe of Marsh USA yesterday, June 2, at the Board's Retreat (see attachment #1). Steve Baker reported that a special meeting of the Board of Trustees will be held on June 23, 2005 to review Marsh's feasibility study for a Benefits Pool.





### Personnel Committee Report

Steve Baker reviewed the evaluation results from the Personnel Workshop, held May 12-13, with the Board (see attachment #2). The facility (Davis Convention Center) and the sessions were given rave reviews. Gavin Anderson, Salt Lake County's Deputy District Attorney, attended the workshop and was very impressed. Gavin is interested in attending more training provided by UCIP. Steve would appreciate input from the Board for next year's workshop.

### Loss Control Manager's Report

Mark Brady reported that following the Personnel Workshop, UCIP's next big training conference is the Certificate in Risk Management Program scheduled for August 23-25 in Cedar City.

### Chief Executive Officer's Report

Lester Nixon reviewed the Multiline Claims spreadsheet with the Board for 2005 year-to-date as of April 30 (see attachment #3). Total incurred losses of \$1,137,656 by premiums of \$4,082,190 calculate a 27.87% loss ratio for the beginning of the second quarter. The loss ratio for all years, 1992 to 2005 (as of April 30) is 47%. Lester reviewed the Workers' Compensation Claims spreadsheet with the Board for 2005 year-to-date as of April 30 (see attachment #4). The loss ratio continues at a promising low percentage of 24.79%. Loss ratio for all years is 10.53%. Lester explained that the next report will have more detail; all losses so that the Board can decide what they want to review in the future.

### Ratify UBS Financial Services Agreement

Pursuant to the Board's authorization and direction at its April 27 meeting, Lester Nixon explained that \$2,000,000 has been transferred to UBS Financial Services to invest in 7 to 30 day notes. In order to open an account with UBS, staff has completed the *Account Application and Agreement for Organizations and Businesses* (see attachment #4). Lester and Sonya White are listed as the principal officers authorized to transact business on behalf of UCIP. Ira Hatch made a motion to approve the UBS Account Application and Agreement as prepared and submitted by the Chief Executive Officer including the resolution (page eight) adopted by motion made on April 27. Ed Phillips seconded the motion, which passed unanimously.

### Approve Amended Investment Policy

Lester Nixon explained that in the Management Letter, prepared with the 2004 audit, Larson & Company recommended that UCIP address maturities of investments ("ladders") to avoid interest rate risk arising from increasing interest rates. Also, the Board directed staff to review the Investment Policy for UBS Financial Services' participation in UCIP's investments. As reported by UBS on April 27, a two-year time frame is currently their recommendation to hedge against rising interest rates. Therefore, as staff has reviewed the investment policy, there would be no need to revise language for UBS to participate. However, Lester recommends no concrete time constraints in the investment policy due to conditions changing frequently. Lester does recommend that maturities not extend beyond the time frame of the actuary's report, which is about eight years, and that staff and the Audit Committee monitor the maturity dates frequently with UCIP's investment partners, Wachovia and UBS (see attachment #5). Lynn Lemon made a motion to approve the amendment to section **XII Maximum Maturities** of the UCIP Investment Policy. Kent Sundberg seconded the motion, which passed unanimously.

### Approve Code of Ethics Policy

Lester Nixon explained that as part of the 2004 audit, Larson and Company recommended that UCIP adopt a Code of Ethics Policy (see attachment #6) and that each UCIP employee annually (by July 15) affirm reading and agreeing to the policy. Steve Baker said that employees need only to read and affirm the policy once unless changes are made. Dan McConkie directed Lester to decide when/how often employees should affirm. Steve Baker made a motion to approve the Code of Ethics Policy as written. Lynn Lemon seconded the motion, which passed unanimously.



#### Approve Fraud Policy

Lester Nixon explained that as part of the 2004 audit, Larson and Company recommended that UCIP adopt a Fraud Policy (see attachment #7) and that each employee annually affirm reading and agreeing to the policy. Steve Baker said that employees need only to read and affirm the policy once unless changes are made. Dan McConkie directed Lester to decide when/how often employees should affirm. Lester indicated that section IX Reporting Procedures involves the Audit Committee so that employees feel comfortable in reporting suspected fraud to either the Chief Executive Officer or a Committee member. Steve Baker made a motion to approve the Fraud Policy as written. Lynn Lemon seconded the motion, which passed unanimously.

#### Approve Workers' Comp Managed Care Services Agreement with CorVel

Lester Nixon reported that the Agreement is not ready to present to the Board and requested this item to be tabled until the next meeting.

#### Approve Property Service Agreement with Marsh USA Risk and Insurance Services

Lester Nixon explained that Marsh is being paid a fee of \$60,000 by UCIP to place the property, boiler and machinery and crime reinsurance. Included in this fee, Marsh will make two reports on the industry to the Board and consult with staff throughout the year regarding the insurance market. Since County Reinsurance Limited will have a property reinsurance product available this year, Lester recommended that the Board approve the one-year 2005 Agreement with Marsh (see attachment #8). Lynn Lemon made a motion to approve the 2005 Client Service Agreement between Marsh USA Risk and Insurance Services and Utah Counties Insurance Pool. Kay Blackwell seconded the motion, which passed unanimously.

#### Approve Inclusion of Separately Insured Health Departments in the Risk Management Program and Authorize Modifications to the Risk Management Program

Lester Nixon explained that UCIP has maintained the premiums for the Health Departments at the same level charged by the State. Lester recommended continuing this practice but allow the multi-county departments to qualify for certain sections of the 2005 Risk Management Program providing the departments an opportunity to receive up to a five percent premium credit. Lynn Lemon made a motion to maintain premiums for the health departments at the same level, allow up to a five percent premium credit under the 2005 Risk Management Program and authorize Lester Nixon and Mark Brady to make the necessary changes to the Program to include the Health Departments. Steve Baker seconded the motion, which passed unanimously.

#### Set Date and Time for Closed Meeting

Lynn Lemon made a motion to set the date and time for a closed meeting to discuss pending or reasonably imminent litigation for June 3, 2005 at 12:40 p.m. Ira Hatch seconded the motion, which passed unanimously.

Ira Hatch made a motion to conclude the closed meeting to discuss pending or reasonably imminent litigation on June 3, 2005 at 12:55 p.m. Ken Bischoff seconded the motion, which passed unanimously.

#### Action on Litigation Matters

Kent Sundberg made a motion authorizing settlement authority up to an amount of \$225,000 in the matter of T00-000016-2005; amending the April 27 authority up to \$190,000. Steve Baker seconded the motion, which passed unanimously.

#### Set Date and Time for Closed Meeting

Kay Blackwell made a motion to set the date and time of a closed meeting to discuss the character, professional competence, physical/mental health of an individual for June 3, 2005 at 12:56 p.m. Lynn Lemon seconded the motion, which passed unanimously.



Ken Bischoff made a motion to conclude the closed meeting to discuss the character, professional competence, physical/mental health of an individual on June 3, 2005 at 1:15 p.m. Gene Roundy seconded the motion, which passed unanimously.

Ed Phillips made a motion to approve the personnel items as discussed. Kay Blackwell seconded the motion, which passed unanimously.

#### Ratification and Approval of Payments and Credit Card Transactions

Gene Roundy reviewed the payments made, payments to be made (see attachment #9) and credit card transactions with the Board. Gene Roundy made a motion to approve the payments made, payments to be made and credit card transactions. Lynn Lemon seconded the motion, which passed unanimously.

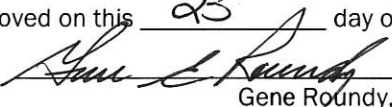
#### **Other Business**

The AGRIP Governance Conference is scheduled for November 14-16 at the San Antonio Hyatt.

The Board directed Sonya White to provide 2006 Board Retreat locations for vote at its June 23 meeting.

The next meeting of the Board of Trustees is scheduled for June 23 at 10:00 a.m. at the UCIP building.

Ken Bischoff made a motion to adjourn this meeting. Ed Phillips seconded the motion, which passed unanimously.

Approved on this 23 day of June 2005  
  
Gene Roundy, UCIP Secretary-Treasurer





## **AGENDA ITEM SUMMARY**

### ***Item Description***

Approve modifications to the Risk Management Program for use with separately insured County Health Departments and allowing premium credit of up to 5% for those departments. This approval would be for the current year, 2005. For 2006 staff will prepare a health department part to the program.

### ***Background, Discussion***

Since the Health departments initiated coverage with UCIP, their individual premiums from UCIP have been held at the same level as the State charged. Staff recommends continuing this practice into the future. The Health Departments that are separately insured have not previously been included in the Risk Management Program. Allowing the separately insured health departments to qualify for the Risk Management Program would provide them a chance to decrease their premiums. Certain parts of the RM Program would require modification for application to the Health Departments.

### ***Recommendation***

Staff recommends:

- 1) Maintain premium at same levels
- 2) Allow up to 5% credit under the RM Program
- 3) Authorize the CEO to make necessary changes



## **AGENDA ITEM SUMMARY**

### ***Item Description***

Approve UCIP Fraud Policy and UCIP Code of Ethics.

### ***Background, Discussion***

As a part of the 2004 audit, Larson recommended that UCIP adopt a Fraud Policy, as recommended for review by the American Institute of CPA's, and a Code of Ethics. Further, Larson recommended that each employee annually affirm reading and agreeing to the policy and code.

### ***Recommendation***

Staff recommends separate approval of each document and instituting annual affirmations by July 15 of each year.



# PERSONNEL WORKSHOP, MAY 2005

## Evaluation Results

### Overall impression of the workshop.

<u>Excellent</u>	<u>Very Good</u>	<u>Average</u>	<u>Poor</u>
25	29	6	0

### Overall, how useful were the workshop topics?

<u>Very Useful</u>	<u>Average</u>	<u>No Use To Me</u>
40	20	0

### How useful was the workshop syllabus?

<u>Very Useful</u>	<u>Average</u>	<u>No Use To Me</u>	<u>No Handouts</u>
34	24	1	0

### Did you like the format/time schedule of the workshop?

If no, explain what schedule would work better for you.

Yes  
58  
No  
2

Start at 10:00 1<sup>st</sup> day and continue to 2 or 3 PM the next day. Have the speakers talk for 45 minutes instead of an hour. Would like to coordinate with UAC meetings. Start a couple of hours later on the first day of the seminar. Extend by a couple of hours on day two of the seminar.

### Did you like/dislike the facility where the workshop was held?

#### Liked

Great, Excellent, Loved, Very Nice Facility (38)

Nice to have workshop in same facility (6).

Liked location (16).

Comfortable (9).

Good food (7).

Convenient(7)

Sound was good(2)

Staff/Good Service (4)

Too Much Food (1)

Beautiful Rooms (6)

Like hotel and conference in one location (6)

Everything including break amenities were good

Good Parking(2)

Restrooms were clean

#### Disliked

Rooms were too cold (3)

Would have Panel Discussion raised on a platform

Start time at 10:00 AM would be better.

## What did you like best about this workshop?

Topics (16 ).

Panel segments general (5).

Mock Trial (10).

Felt Mock Trial was too long, but liked it anyway (3)

Suggestions about Mock Trial: More time at end to discuss the situation how it should have been handled differently. How harassment complaints could have been resolved before it became a complaint For time issue, perhaps Jury selection could have been simply drawing names to leave more time at end.(3)

Lana Jensen, ADA/FMLA/WC (6)

FLSA Panel (3)

Medical Spending (5)

Need more time for Medical Spending (1)

Whistle Blowers presentation somewhat confusing(1)

Interaction among participants.(5)

Stayed on Schedule (4).

Facility (1)

What is legal & what isn't (1)

Layout (1)

Happy about not having a motivational speaker. (1)

Camaraderie of Staff and Presenters (2)

Marsh Presentation was excellent.(1)

T Minus Five /entertainment was terrific(1)

## What would you suggest we do differently?

Keep up the good work & planning! (4 ).

Do Mock Trial in less time (4)

Microphone for person asking questions (2)

Water available throughout day. Pitchers filled-or bottled water.(2)

Lighter lunch.(2).

Central location.

Keep audience from talking during presentation.

Save a few dollars by not printing in color.

More Breaks.

Long sessions of one topic.

Do prizes faster.

Speakers on stage like Mock Trial.

Do a Q & A session where participants can submit questions before hand so panel can prepare responses.

Put Suggestion Lines on back of forum.

Don't yank the coffee.

I thought the ESRG took too long. There was not enough time for Whistleblower Protection Act.(1)

Nothing (0).

## How would you rank the speakers, topics & handouts?

*1=poor 2=fair 3=average 4=good 5=excellent*

	<u>Speaker</u>	<u>Topics</u>	<u>Handouts</u>
Lana Jensen, ADA/FMLA/WC	4.26	4.22	4.09
Mark Brady, CDL Review	4.0	3.54	3.43



Panel, <i>Medical Spending Accounts</i>	3.97	3.66	none
Mock Trial, <i>Sexual Harassment</i>	4.13	4.1	none
Panel, <i>FLSA</i>	4.32	2.98	none
Joyce Anderson, <i>Military Duty, Effects on Employee/Family &amp; Requirements of Law</i>	3.89	3.96	4.59
Mark Brady, <i>Whistle Blowers Protection</i>	4.75	4.09	4.9

### Did you like the evening dinner and activity? Or, would you rather have a free night?

<u>Evening Dinner</u>	<u>Free Night</u>	<u>No Preference</u>
27	3	1

- Excellent, great, and loved dinner and entertainment (14).
- Liked, enjoyed, good dinner and entertainment (5).
- Entertainment ok, below average or so-so. (3)
- Food too spicy (2)
- Over early enough to enjoy evening.(1)
- Unfortunate so many people don't attend.(1)
- Food and entertainment made for a perfect evening.(1)
- Though food and entertainment was enjoyable it made for a long day.(1)
- Maybe end earlier (1)
- Free night or not is fine.(1)
- Liked that the entertainment went on during dinner.(2)

### What topics would you like to see at next year's workshop?

- Compensation, merit raises, wage scales and payroll issues. (4)
- Performance evaluations, problem employees, grievances, attitude adjustments, discipline issues, retaliation and motivational techniques.(7)
- Career service, hiring practices, interview techniques and training compensation.(5)
- Overtime, comp time, medical leave and vacation leave. (5)
- Health insurance and insurance options.(3)
- Retirement. (1)
- Taxation reform.(1)
- Employment law update (cases).(1)
- Litigation or EEOC. (1)
- Panel on what employees should be exempt? (1)
- Asset Management and tracking and employee's responsibility.(1)
- Safety issue and personnel's responsibility.(1)
- Different Topic for mock trial, specific premium overview. (1)
- Newest topics of interest. (1)
- I rated most topics low, not because the instructors were poor but because the subject matter, in most cases, was legal or policy related and consequently not to exciting.(1)
- A role play on a FMLA-ADA-WC situation. (1)
- Policies and procedures (1)
- Follow up on FSA and HRA. (1)

Follow up on Medical Spending Accounts. (1)  
Work place harassment by elected official?? (1)  
Not the sexual harassment again. (1)  
Negligent Retention.(1)  
FLSA. (1)  
Expert from Dept. of Labor. (1)

**Where would you like the next personnel workshop held?**

Moab (3), St. George (8), Park City (4), Davis County Conference Center (6), Provo (3), Ogden (1), Vernal (1)  
Cache(2), Price (2), Cedar City (2), Bryce Canyon (3), Southern part of state due to nice weather (2), Within  
Zion's(1), Kane (1), Sundance (1), Snowbird (1), Wasatch (1), Springdale(1), Summit(1), West Valley (1), Wendover  
(1), Salt Lake City (1). .  
Davis County would be great again. Pick spots where hotel and conference are in same location or close.(2)  
A great tourist area or anywhere in Utah.(1)

# UTAH COUNTIES INSURANCE POOL

## Multiline Claims Report

YTD as of 4/30/05

COUNTY	PREMIUM	NUMBER of CLAIMS YTD		TOTAL		TOTAL RESERVES	TOTAL INCURRED	LOSS RATIO
		Open	Closed	PAID				
Beaver	\$60,785	0	2	\$2,596		\$0	\$2,596	4.27%
Box Elder	\$164,995	2	3	\$546,901		\$86,136	\$633,037	383.67%
Cache	\$198,563	3	2	\$12,994		\$53,442	\$66,436	33.46%
Carbon	\$137,757	1	0	\$764		\$1,236	\$2,000	1.45%
Daggett	\$40,545	3	0	\$6,307		\$30,293	\$36,600	90.27%
Davis	\$367,700	4	2	\$3,743		\$11,410	\$15,153	4.12%
Duchesne	\$119,255	2	1	\$25,568		\$3,432	\$29,000	24.32%
Emery	\$158,062	0	1	\$1,785		\$0	\$1,785	1.13%
Garfield	\$59,922	0	4	\$6,910		\$206	\$7,116	11.88%
Grand	\$91,290	0	0	\$0		\$0	\$0	0.00%
Iron	\$153,363	3	0	\$0		\$5,500	\$5,500	3.59%
Juab	\$107,247	0	0	\$0		\$0	\$0	0.00%
Kane	\$74,072	2	0	\$0		\$3,500	\$3,500	4.73%
Millard	\$138,163	2	0	\$0		\$15,800	\$15,800	11.44%
Morgan	\$48,361	0	0	\$0		\$0	\$0	0.00%
Piute	\$22,232	0	0	\$0		\$0	\$0	0.00%
Rich	\$44,226	0	0	\$0		\$0	\$0	0.00%
San Juan	\$149,487	0	0	\$0		\$0	\$0	0.00%
Sanpete	\$61,977	1	1	\$0		\$20,000	\$20,000	32.27%
Sevier	\$83,927	3	0	\$0		\$7,000	\$7,000	8.34%
Tooele	\$182,679	5	2	\$1,367		\$204,859	\$206,226	112.89%
Uintah	\$187,388	3	3	\$6,850		\$5,000	\$11,850	6.32%
Utah	\$442,324	4	8	\$16,990		\$22,142	\$39,132	8.85%
Wasatch	\$197,895	0	1	\$1,335		\$0	\$1,335	0.67%
Washington	\$230,845	1	1	\$1,879		\$20,000	\$21,879	9.48%
Wayne	\$40,409	0	0	\$0		\$0	\$0	0.00%
Weber	\$518,721	5	4	\$5,533		\$6,179	\$11,712	2.26%
<b>TOTALS</b>	<b>\$4,082,190</b>	<b>44</b>	<b>35</b>	<b>\$641,524</b>		<b>\$496,133</b>	<b>\$1,137,656</b>	<b>27.87%</b>



# UTAH COUNTIES INSURANCE POOL

## Multiline Claims Report

All Years as of 4/30/05

	Number of Claims		Total Incurred														
	Open	Closed	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	Total
Beaver	2	72	\$1,454	\$2,972	\$7,397	\$7,953	\$30,644	\$15,356	\$11,783	\$28,952	\$10,862	\$26,351	\$11,311	\$6,906	\$2,653	\$2,596	\$167,265
Box Elder	7	218	\$7,960	\$153,460	\$53,712	\$51,568	\$11,367	\$23,292	\$10,189	\$3,262	\$115,023	\$48,523	\$277,398	\$79,355	\$24,283	\$633,037	\$1,492,654
Cache	8	252	\$223,764	\$274,008	\$140,866	\$28,527	\$81,914	\$35,366	\$16,318	\$17,547	\$93,369	\$211,886	\$62,267	\$56,865	\$110,862	\$66,436	\$1,420,255
Carbon	1	54	\$0	\$0	\$0	\$0	\$0	\$0	\$121,825	\$30,953	\$2,389	\$355,226	\$22,243	\$18,193	\$6,189	\$2,000	\$559,072
Daggett	5	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,337	\$0	\$23,500	\$47,760	\$57,189	\$36,600	\$167,397
Davis	17	609	\$73,363	\$256,424	\$223,267	\$111,543	\$243,774	\$382,198	\$71,179	\$128,725	\$62,674	\$134,562	\$110,489	\$140,466	\$142,162	\$15,153	\$2,096,605
Duchesne	8	130	\$22,926	\$76,176	\$20,774	\$24,684	\$13,122	\$41,632	\$7,319	\$56,518	\$0	\$49,719	\$41,242	\$170,848	\$44,130	\$29,000	\$598,228
Emery	1	102	\$82,379	\$32,961	\$83,281	\$8,032	\$29,143	\$50,376	\$23,305	\$7,079	\$6,044	\$6,793	\$12,759	\$195,526	\$24,172	\$1,785	\$563,736
Garfield	0	36	\$5,000	\$938	\$2,477	\$33,445	\$10,104	\$0	\$9,873	\$0	\$295	\$0	\$14,785	\$11,963	\$11,640	\$7,116	\$107,673
Grand	4	111	\$6,812	\$43,012	\$2,938	\$2,947	\$60,804	\$714	\$30,145	\$19,437	\$48,608	\$21,713	\$2,336	\$132,173	\$8,620	\$0	\$380,373
Iron	12	118	\$911	\$289,361	\$128,551	\$14,643	\$2,917	\$8,793	\$96,256	\$4,339	\$19,653	\$70,040	\$95,048	\$41,919	\$35,121	\$5,500	\$813,182
Juab	1	46	\$0	\$41,000	\$67,707	\$5,631	\$22,838	\$17,236	\$172,902	\$5,501	\$16,155	\$33,471	\$14,661	\$140	\$84	\$0	\$397,872
Kane	3	55	\$0	\$0	\$7,777	\$6,992	\$4,493	\$0	\$135,261	\$4,143	\$22,024	\$14,790	\$28,992	\$22,578	\$38,801	\$3,500	\$289,408
Millard	3	135	\$0	\$2,669	\$21,738	\$90,408	\$40,832	\$8,821	\$99,179	\$22,767	\$42,468	\$10,134	\$40,487	\$21,171	\$29,980	\$15,800	\$446,593
Morgan	3	4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,621	\$0	\$43,628
Piute	1	3	\$0	\$0	\$0	\$0	\$7,174	\$0	\$0	\$0	\$0	\$6,875	\$20,000	\$0	\$0	\$0	\$34,052
Rich	2	12	\$777	\$800	\$1,630	\$5,788	\$1,947	\$0	\$10,407	\$280,000	\$849	\$0	\$480	\$0	\$16,000	\$0	\$318,692
San Juan	3	144	\$52,355	\$21,010	\$8,957	\$58,771	\$19,226	\$5,522	\$94,754	\$40,475	\$27,928	\$40,922	\$4,017	\$52,676	\$481,751	\$0	\$908,511
Sanpete	4	93	\$79,147	\$15,711	\$17,474	\$97,040	\$5,299	\$1,776	\$2,075	\$28,068	\$32,904	\$17,424	\$26,932	\$11,869	\$1,006	\$20,000	\$356,823
Sewier	5	91	\$7,604	\$8,879	\$22,863	\$7,316	\$2,837	\$14,415	\$16,907	\$1,530	\$14,861	\$2,434	\$223,746	\$6,976	\$41,358	\$7,000	\$378,824
Tooele	7	92	\$42,882	\$215,726	\$75,869	\$29,067	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,467	\$206,226	\$566,336
Uintah	14	162	\$185,199	\$39,623	\$202,953	\$46,706	\$61,641	\$84,256	\$40,240	\$76,638	\$6,349	\$59,110	\$217,791	\$106,985	\$105,022	\$11,850	\$1,244,539
Utah	25	514	\$154,286	\$125,687	\$191,225	\$152,602	\$134,502	\$184,695	\$281,890	\$104,271	\$111,597	\$340,515	\$26,186	\$201,116	\$249,879	\$39,132	\$2,298,120
Wasatch	9	101	\$15,946	\$17,620	\$160,236	\$53,121	\$74,388	\$382,315	\$3,649	\$181,369	\$14,758	\$32,988	\$138,249	\$46,620	\$55,533	\$1,335	\$1,178,235
Washington	11	264	\$165,231	\$64,911	\$112,514	\$53,944	\$41,792	\$7,024	\$169,317	\$159,102	\$14,761	\$53,525	\$41,890	\$146,515	\$106,933	\$21,879	\$1,159,612
Wayne	1	13	\$1,202	\$0	\$202	\$0	\$23,831	\$569	\$23,849	\$0	\$0	\$0	\$55,786	\$644	\$0	\$0	\$106,098
Weber	17	316	\$0	\$0	\$0	\$0	\$0	\$0	\$39,412	\$437,696	\$512,219	\$612,488	\$77,581	\$264,908	\$478,345	\$11,712	\$2,434,693
Total	174	3,753	\$1,129,196	\$1,682,948	\$1,554,409	\$890,728	\$924,589	\$1,264,357	\$1,488,033	\$1,638,372	\$1,178,127	\$2,149,488	\$1,590,177	\$1,784,170	\$2,132,301	\$1,137,657	\$20,548,477



# UTAH COUNTIES INSURANCE POOL

## Multiline Claims Report

All Years as of 4/30/05

Premiums														Loss Ratio	
1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	Total	
52,448	59,488	62,415	58,398	59,350	57,972	60,076	62,378	65,378	69,954	68,196	70,907	70,907	60,785	878,651	19%
147,397	154,421	161,435	171,728	205,051	199,334	192,759	173,386	169,078	167,505	164,987	160,800	163,471	164,995	2,396,347	62%
141,388	148,126	155,132	182,941	217,715	222,812	217,311	201,590	194,768	194,552	187,070	198,194	211,900	198,563	2,672,062	53%
						19,538	78,156	77,154	82,555	95,953	111,413	119,539	137,757	722,065	77%
								39,500	36,735	36,653	41,250	41,793	40,545	236,476	71%
203,457	213,153	222,835	258,907	281,131	301,205	314,277	323,357	345,992	370,211	431,197	430,230	430,230	367,700	4,493,882	47%
89,256	93,510	97,757	91,464	95,455	98,610	99,079	99,203	104,173	111,465	114,153	94,179	119,029	119,255	1,426,587	42%
180,429	189,028	197,613	223,434	227,427	218,543	207,432	190,885	177,523	165,096	158,320	163,980	163,980	158,062	2,621,752	22%
47,724	49,998	52,269	59,711	64,768	69,109	66,532	62,825	64,368	64,364	64,670	68,171	68,171	59,922	862,602	12%
74,960	78,532	82,099	86,330	87,925	93,663	92,749	86,681	83,415	81,599	81,159	92,354	92,354	91,290	1,205,110	32%
101,817	106,669	111,514	130,435	168,363	166,260	159,345	147,452	143,039	140,837	138,724	138,399	151,767	153,363	1,957,984	42%
	7,091	66,963	76,026	82,413	87,377	86,154	82,601	88,383	94,570	103,685	115,543	121,785	107,247	1,119,838	36%
30,904	65,070	69,654	65,171	66,234	64,211	61,361	55,592	58,795	62,911	68,292	75,166	80,309	74,072	897,743	32%
	93,012	97,237	90,977	92,461	94,236	97,684	98,702	105,566	112,956	129,444	145,870	145,870	138,163	1,442,179	31%
											55,504	55,504	48,361	159,370	27%
13,802	14,460	15,116	14,144	14,375	15,436	16,688	17,502	18,727	20,038	21,479	24,950	24,950	22,232	253,899	13%
35,000	36,668	38,333	35,866	36,451	38,797	38,492	36,229	35,251	37,073	36,931	42,009	44,138	44,226	535,464	60%
85,264	89,327	93,384	106,680	108,595	115,861	120,895	126,700	133,907	143,280	149,915	165,655	165,655	149,487	1,754,605	52%
72,363	75,812	79,255	90,537	101,226	97,316	92,364	86,520	83,655	80,766	79,315	82,776	82,776	61,977	1,166,657	31%
70,103	73,444	76,780	71,836	73,007	79,236	74,564	71,331	70,543	73,361	74,030	81,720	84,987	83,927	1,058,870	36%
161,445	169,139	176,821	203,375									182,679	182,679	1,076,138	54%
95,690	100,250	104,804	124,631	161,373	172,929	181,084	190,368	182,821	189,386	184,522	184,482	184,482	187,388	2,244,211	55%
183,749	197,906	207,163	238,272	274,562	303,934	317,837	323,894	346,567	370,827	414,951	466,001	490,563	442,324	4,578,550	50%
73,708	77,242	80,750	91,302	108,024	116,718	122,586	126,649	125,797	134,603	158,244	178,120	178,120	197,895	1,769,758	67%
124,196	130,115	136,025	158,044	193,030	195,913	201,767	180,979	176,172	176,543	183,409	234,403	241,739	230,845	2,563,179	45%
24,441	33,623	35,549	33,261	33,803	36,176	37,696	39,475	40,968	41,209	39,014	40,448	42,293	40,408	518,364	20%
						131,874	219,831	235,219	251,684	392,513	451,062	451,062	518,721	2,651,967	92%
2,009,541	2,256,084	2,420,903	2,663,470	2,752,739	2,845,648	3,010,144	3,082,286	3,166,759	3,274,080	3,576,825	3,913,588	4,210,052	4,032,190	43,264,309	47%





**UTAH COUNTIES INSURANCE POOL**  
**Workers' Compensation Report**  
**All Years as of 4/30/05**

COUNTY	EFFECTIVE DATE	PREMIUMS		NUMBER of CLAIMS				TOTAL INCURRED		LOSS RATIO
		2004	2005	Medical Only		Indemnity		2004	2005	
				Open	Closed	Open	Closed	as of 4/30/05		
Cache	7/1/2004	\$34,560	\$96,747	24	24	0	1	\$17,343	\$9,793	20.67%
Carbon	1/1/2004	\$90,781	\$90,781	16	26	0	1	\$66,206	\$2,925	38.08%
Daggett	1/1/2004	\$13,232	\$23,010	0	5	0	0	\$385	\$447	2.30%
Duchesne	1/1/2004	\$35,820	\$49,837	1	8	0	1	\$18,233	\$750	22.16%
Emery	1/1/2004	\$49,785	\$49,785	9	6	0	2	\$49,121	\$5,653	55.01%
Garfield	1/1/2004	\$22,047	\$27,654	1	6	1	0	\$3,671	\$19,645	46.91%
Grand	1/1/2004	\$25,504	\$34,619	3	7	1	0	\$2,423	\$15,950	30.56%
Iron	1/1/2004	\$62,704	\$74,232	18	26	0	3	\$24,901	\$6,441	22.89%
Juab	1/1/2004	\$23,557	\$22,338	2	4	0	0	\$4,262	\$500	10.38%
Kane	1/1/2004	\$10,547	\$26,694	5	3	0	0	\$1,716	\$3,519	14.06%
Millard	1/1/2004	\$54,271	\$79,191	8	15	0	1	\$16,201	\$2,158	13.76%
Morgan	1/1/2004	\$14,966	\$19,479	4	2	0	0	\$2,622	\$9,021	33.80%
Piute	2/1/2004	\$3,800	\$5,678	0	0	0	0	\$0	\$0	0.00%
Rich	2/1/2004	\$4,085	\$9,129	0	0	0	1	\$21,744	\$0	164.56%
San Juan	1/1/2004	\$26,820	\$49,540	3	26	1	3	\$40,300	\$2,303	55.79%
Sanpete	1/1/2004	\$21,096	\$21,183	1	3	0	0	\$1,207	\$0	2.85%
Sevier	1/1/2004	\$21,791	\$24,491	3	16	0	3	\$33,284	\$1,004	74.09%
Summit	1/1/2005	\$0	\$83,243	13	3	0	0	\$0	\$3,583	4.30%
Tooele	1/1/2005	\$0	\$97,983	10	7	2	0	\$0	\$22,700	23.17%
Uintah	1/1/2004	\$80,020	\$93,978	14	26	0	2	\$38,043	\$10,676	28.00%
Utah	4/1/2004	\$126,850	\$187,031	30	68	1	5	\$87,592	\$20,868	34.55%
Wasatch	1/1/2005	\$0	\$83,715	2	3	0	0	\$0	\$651	0.78%
Wayne	1/1/2004	\$5,719	\$5,719	0	1	0	0	\$140	\$0	1.22%
Weber	6/1/2004	\$178,296	\$370,776	82	45	1	0	\$20,106	\$31,199	9.34%
<b>TOTALS</b>		<b>\$871,691</b>	<b>\$1,626,833</b>	<b>225</b>	<b>306</b>	<b>7</b>	<b>22</b>	<b>\$449,500</b>	<b>\$169,786</b>	<b>24.79%</b>



**UTAH COUNTIES INSURANCE POOL**  
**Workers' Compensation Report**  
This Year as of 4/30/05

COUNTY	PREMIUM 2005	NUMBER of CLAIMS YTD				TOTAL PAID	TOTAL RESERVES	TOTAL INCURRED	LOSS RATIO
		Medical Only		Indemnity					
		Open	Closed	Open	Closed				
Cache	\$96,747	10	3	0	0	\$4,854	\$4,939	\$9,793	10.12%
Carbon	\$90,781	3	4	0	0	\$1,558	\$1,367	\$2,925	3.22%
Daggett	\$23,010	0	1	0	0	\$447	\$0	\$447	1.94%
Duchesne	\$49,837	1	0	0	0	\$0	\$750	\$750	1.50%
Emery	\$49,785	4	0	0	0	\$1,718	\$3,936	\$5,653	11.36%
Garfield	\$27,654	0	0	1	0	\$7,517	\$12,128	\$19,645	71.04%
Grand	\$34,619	3	0	1	0	\$2,269	\$13,681	\$15,950	46.07%
Iron	\$74,232	8	3	0	0	\$1,255	\$5,187	\$6,441	8.68%
Juab	\$22,338	1	0	0	0	\$0	\$500	\$500	2.24%
Kane	\$26,694	3	1	0	0	\$436	\$3,084	\$3,519	13.18%
Millard	\$79,191	4	2	0	0	\$314	\$1,849	\$2,164	2.73%
Morgan	\$19,479	2	0	0	0	\$185	\$8,836	\$9,021	46.31%
Piute	\$5,678	0	0	0	0	\$0	\$0	\$0	0.00%
Rich	\$9,129	0	0	0	0	\$0	\$0	\$0	0.00%
San Juan	\$49,540	2	3	1	0	\$252	\$2,051	\$2,303	4.65%
Sanpete	\$21,183	0	0	0	0	\$0	\$0	\$0	0.00%
Sevier	\$24,491	2	0	0	0	\$447	\$558	\$1,004	4.10%
Summit	\$83,243	5	3	0	0	\$1,254	\$2,476	\$3,730	4.48%
Tooele	\$97,983	3	4	2	0	\$12,267	\$11,687	\$23,954	24.45%
Uintah	\$93,978	6	1	0	0	\$5,761	\$4,915	\$10,675	11.36%
Utah	\$187,031	10	9	1	0	\$3,379	\$17,489	\$20,868	11.16%
Wasatch	\$83,715	1	2	0	0	\$151	\$500	\$651	0.78%
Wayne	\$5,719	0	0	0	0	\$0	\$0	\$0	0.00%
Weber	\$370,776	11	8	1	0	\$18,536	\$12,814	\$31,350	8.46%
TOTALS	\$1,626,833	69	41	7	0	\$62,598	\$108,746	\$171,343	10.53%

## **AGENDA ITEM SUMMARY**

### ***Item Description***

Approve the "Account Application and Agreement for Organizations and Businesses" with UBS Financial Services Inc.

### ***Background, Discussion***

At the April 27, 2005, meeting, the Board of Trustees authorized staff to place UCIP cash with UBS for investment. In order to open an account with UBS, staff has completed the attached account application and forwarded same to UBS. Lester Nixon and Sonya White are listed as the principal officers authorized to transact business on behalf of UCIP with UBS. UCIP investment policy is to have all trades approved by the CEO, the President of the Board, or the Vice President (two of the three) at the time of the transaction and then submitted to the Board for ratification at the next meeting.

### ***Recommendation***

Staff recommends Board approval of the account application as prepared and submitted to UBS by the CEO.



UBS Financial Services Inc.

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

## Account Application and Agreement for Organizations and Businesses

Shading indicates optional information.

## Account Ownership

## Organization/Business

Select the Organization/Business Structure:

- ☐ Corporation  
☐ Corp- Subchapter 'S'  
☐ Corp-Limited Liability  
☐ Govt Agency-Federal  
☒ Govt Agency-Local Ent  
☐ Govt Agency-State

- ☐ Partnership-General  
☐ Partnership-Limited  
☐ Fed Charter-Credit Union  
☐ Sole Proprietorship  
☐ Foundation  
☐ Endowment

- ☐ Association  
☐ State Charter-S&L Bank  
☐ State Charter-Savings Bank  
☐ State Charter-Comm Bank  
☐ State Charter-Trust Co.  
☐ State Charter-Credit Union

- ☐ State Charter-Indust Loan  
☐ Fed Charter-Savings Assoc  
☐ Fed Charter-Nat'l Bank  
☐ Fed Charter-Trust Co.  
☐ Partnership-Invest Club  
☐ Invest Club Membership

## Account Ownership Information

This section should be completed with the **Organization/Business** information.

## Account Holder

Organization/Business Name:

**Utah Counties Insurance Pool**

Organization/Business is:

- 1) ☐ Incorporated ☐ Unincorporated  
2) ☐ For Profit ☒ Not For Profit

Industry Group (i.e., Construction, Service, etc.):

**Governmental**

Place of Formation/Incorporation:

☒ USA ☐ Other (specify): \_\_\_\_\_

TIN:

**87-0495792**

Date of Incorporation/Establishment:

**1992**

Tax Bracket: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_%

Location of Address:

☒ Business-Primary ☐ Other (specify): \_\_\_\_\_

Street Address 1: (If a P.O. Box, complete the Additional Address Information on page 7.)

**5397 South Vine Street**

Street Address 2: \_\_\_\_\_

City:

**Salt Lake City**

State:

**UT**

Zip:

**84107**

## Telephone Contact Information

Business 1:

**801-293-3098**

Business 2: \_\_\_\_\_

Business Fax:

**801-293-3480**

Mobile:

**801-558-8060**

**Financial Information** This information will be kept strictly confidential. If you share assets with another person, please provide financial information (e.g. annual income, liquid assets, net worth) per individual. For example, a total net worth of \$50,000 should be split as you deem appropriate.

Annual Income:

**5,958,995**

Liquid Assets:

**9,368,208**

Net Worth (exclusive of residence): Fiscal Year End (indicate month):

**4,368,208****December 31**

Investment Experience (in years):

\_\_\_\_Equities ☒ Bonds \_\_\_\_Futures \_\_\_\_Options-Buy \_\_\_\_Options-SellDo you currently have any loans outstanding? ☐ Yes ☐ No

If yes, please specify the loan amount and interest rate:

Loan 1 Amount \_\_\_\_\_ Rate \_\_\_\_\_% Loan 2 Amount \_\_\_\_\_ Rate \_\_\_\_\_%

List financial firms where other accounts are held:

Does the organization/business own at least 10% of the shares of any publicly traded company?

☐ Yes ☐ No - If yes, please specify company and %:

Financial Services Reference - Firm Name: \_\_\_\_\_%

Financial Services Reference - Firm Telephone Number: \_\_\_\_\_



**UBS Financial Services Inc.**

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Principal Officer Information**

Complete this section for the Principal Officer for the Organization/Business. Additional names can be added on page 7.

Principal Officer Name:

SS#:

**Sonya White****529-21-0744**

Country of Citizenship:

Date of Birth:

☒ USA ☐ Other (specify): \_\_\_\_\_**01/13/1967**

Passport/CEDULA and Green Card#: (If non-U.S. and no SS# specified)

Street Address: (Home - Legal Residence)

**10169 South Heytesbury Lane**

City:

State:

Zip:

**Sandy****UT****84092**

Telephone Number:

E-mail Address:

**801-571-4484****sonya@ucip.utah.gov**

Are any of the business owners, directors/principal officers, or any of their immediate family members a control person of any publicly traded corporation (examples of control persons are policy making officers, directors or 10% shareholders)?

☐ Yes ☐ No If yes, please specify company and %:

%

Are any of the business owners, directors/principal officers, or any immediate family member (spouse, child living at home or relative residing in the employee's household to whom the employee lends support) affiliated with any securities firms or broker/dealer subsidiaries of a financial institution? (NYSE Rule 407)

☐ Yes ☐ No If yes, please specify the firm: \_\_\_\_\_

Are any of the business owners, directors/principal officers, or any of their immediate family members, an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services Inc., UBS Securities LLC)?

☐ Yes ☐ No If yes, please specify:

Affiliate or Subsidiary

Employee Name and SS#

**Business Services Account BSA® Features**

Organizations and Businesses (except State Charter - Trust Companies) are automatically enrolled in certain services, unless otherwise indicated below. State Charter - Trust Company accounts are not automatically enrolled in any of the services listed and will have to select each of the services on the account. The annual fee for a Business Services Account BSA is \$150, which is deferred for the first year.

**MasterCard® BusinessCard®**Organizations/Businesses (except State Charter - Trust Co.)State Charter - Trust Companies

Complete the Additional MasterCard Information below.

OR

☒ Check here if you do **not** want to be automatically enrolled in this service.☐ Check here if you would like a MasterCard BusinessCard and complete the Additional MasterCard Information below.**Additional MasterCard Information**A) Please indicate the number of cards you would like issued for this account: ☐ 1 ☐ 2B) You must indicate how the card information should appear (**not exceeding 21 characters, including spaces**); otherwise cards cannot be ordered:<sup>1</sup>

Card 1:

Organization/Business Name

Card 2:

Organization/Business Name

Authorized Individual Name

Authorized Individual Name

C) Print the **alternate mailing address** for card delivery if different from the address on the account, and any special delivery instructions:

Address - Line 1

Address - Line 2

Special Delivery Instructions (Branch Use Only)

<sup>1</sup>Only two cards per account can be issued.**UBS Rewards**All Accounts☐ If you would like to enroll in this program, please check this box. Now you can enjoy the rewards of travel, merchandise and dining simply by using your UBS Financial Services Inc. MasterCard BusinessCard when you sign up for the UBS Rewards program. An annual \$50 enrollment fee will be charged to your account at the end of the month following enrollment.



**UBS Financial Services Inc.**

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Business Services Account BSA® Features** *continued***Check Writing**Organizations/Businesses (except State Charter - Trust Co.)State Charter - Trust Companies

Complete the Additional Check Writing Information below.

**OR**☐ Check here if you would like Check Writing and complete the Additional Check Writing Information below.☒ Check here if you do **not** want to be automatically enrolled in this service.**Additional Check Writing Information**A) Select a check style: ☐ Wallet<sup>1</sup> ☐ 3-page business ☐ Other<sup>2</sup>B) ☐ Check here for dual signature checks (complete the Authorized Agent/Dual Signor Addendum on page 11.)C) You must print the full name and address that you would like to appear on your checks; otherwise checks cannot be ordered.<sup>3</sup>

Name _____	Address - Line 1 _____	Address - Line 2 _____
------------	------------------------	------------------------

D) Print the **alternate mailing address** for check delivery if different from the address on the account, and any special delivery instructions:

Address - Line 1 _____	Address - Line 2 _____	Special Delivery Instructions (Branch Use Only) _____
------------------------	------------------------	---

<sup>1</sup>Initial order of wallet checks is free. All other orders involve a fee. <sup>2</sup>To order a different check style, please contact your Financial Advisor.<sup>3</sup>The full name specified in the Account Ownership Information section (page 1).**Bill Payment and Electronic Funds Transfer (EFT) Services**Organizations/Businesses (except State Charter - Trust Co.)State Charter - Trust Companies

Complete the Bill Payment Addendum (page 9) or EFT Addendum (page 10), as appropriate.

**OR**☐ Check here if you would like to be enrolled in the Bill Payment Service.☒ Check here if you would like to be enrolled in the EFT Service.☒ Check here if you do **not** want to be automatically enrolled in the Bill Payment Service.☐ Check here if you do **not** want to be automatically enrolled in the EFT Service.

If selected, complete the Additional Bill Payment and EFT Information below, as appropriate.

**Additional Bill Payment and EFT Information (For State Charter - Trust Companies Only)**A) Bill Payment Service Indicate below how you would like to use the service and complete the Bill Payment Addendum on page 9:☐ Pay bills using Online Services.<sup>1</sup> (Web) ☐ Pay bills using ResourceLine®, the toll-free telephone voice response system. (Voice)B) EFT Service Indicate below how you would like to use the service and complete the EFT Addendum on page 10:☒ Transfer funds using Online Services.<sup>1</sup> (Web)Type of transfer: ☒ Incoming/Outgoing ☐ Incoming Only☐ Transfer funds using ResourceLine<sup>SM</sup>. (Voice)Type of transfer: ☐ Incoming/Outgoing ☐ Incoming Only<sup>1</sup>To use the Bill Payment or EFT Services via the web, you must be enrolled in Online Services.**Online Services**All Accounts☒ Check here for online access to account information, the latest research and market data at no additional charge. Only Resource Management Account (RMA), Business Services Account BSA®, InsightOne and Managed Accounts can enroll in Online Services.



**UBS Financial Services Inc.**

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Additional Account Features****Margin<sup>1</sup>**

Accounts automatically come with margin unless they are Retirement, UGMA/UTMA, Estate, 529 Plan, or certain other accounts. Most managed programs cannot have margin.

☒ Check here if you do **not** want margin. **If your account will have margin, you are required to answer the following questions:**

1- Do you intend to engage in "pattern day trading" as defined by NYSE Rule 431:<sup>2</sup> ☐ Yes ☐ No

2- Do you have any other margin accounts with UBS Financial Services Inc.? ☐ Yes ☐ No If yes, complete the information below:

Account Number \_\_\_\_\_

Account Number \_\_\_\_\_

Account Number \_\_\_\_\_

Account Number \_\_\_\_\_

**Duplicate Parties**

☐ Check here if you would like duplicate trade confirmations and statements sent to additional individuals. *If checked, please complete the Duplicate Party Addendum on page 7.*

**Direct Deposit**

☐ If you would like to have your payroll or other recurring payments automatically deposited into your account, please check this box. Complete the Direct Deposit Application on page 12 and send it to the employer, organization or financial institution making the deposit.

<sup>1</sup>Margin is not suitable for all clients. Please review UBS Financial Services' Loan Disclosure Statement carefully for information on the risks involved with using margin. <sup>2</sup>"Day trading" means purchasing and selling or selling and purchasing the same security in the same day in a **margin account**. "Pattern day trading" means executing four or more day trades within five business days if the number of day trades exceeds six percent of the total trades during that period.

**Sweep of Uninvested Cash Balances**

Please select a sweep option from section **A** for Organizations/Businesses (except Sole Proprietors and Government Agencies). Sole Proprietors and Government Agencies (FDIC Eligible Participants) can only select a sweep option from section **B**. If this is an account with a Managed Program (ACCESS<sup>SM</sup>, MAC, PMP, and SELECTIONS<sup>SM</sup>) select a sweep option from section **C**.

**A ORGANIZATIONS/BUSINESSES (except Sole Proprietors and Government Agencies)****Business Services Account BSA Options<sup>1,2</sup>**

- |  |  |
|--|--|
| <input type="checkbox"/> Money Market Portfolio    | <input type="checkbox"/> New York Municipal Fund   |
| <input type="checkbox"/> New Jersey Municipal Fund | <input type="checkbox"/> California Municipal Fund |
| <input type="checkbox"/> Tax-Free Fund             | <input type="checkbox"/> U.S. Government Portfolio |

**Basic Investment Account Option<sup>1</sup>**

☐ Cashfund

**B SOLE PROPRIETORS AND GOVERNMENT AGENCIES (FDIC ELIGIBLE PARTICIPANTS)****I – Taxable Sweep Options**

Sole proprietor and government agency accounts **automatically** default to the UBS Bank USA Deposit Account Sweep Option. If you are an Eligible Participant, have a Business Services Account BSA and prefer to select a tax-free sweep option, skip to section II.

☐ Check here if you would like to cap the amount of funds that will sweep into the UBS Bank USA Deposit Account Sweep Option (\$100,000 per account, on a per account basis), and select a secondary sweep option below for amounts in excess of the cap. **If you have multiple accounts at UBS Financial Services Inc. held in the same recognized legal capacity that will sweep into the UBS Bank USA Deposit Account Sweep Option, once those accounts exceed in the aggregate the \$100,000 threshold, then your aggregate funds on deposit with UBS Bank USA will exceed FDIC insurance coverage limits. UBS Financial Services Inc. will not be responsible for any insured or uninsured portion of the Deposit Accounts.** (Refer to the UBS Financial Services Deposit Account Sweep Program Disclosure Statement terms and conditions for more details.)

If you selected a cap by checking the box above, choose a secondary sweep option below. Please note, the secondary sweep option for Basic Investment Accounts (Non-Business Services Account BSA) is automatically Cashfund.<sup>1,2</sup>

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Money Market Portfolio    | <input type="checkbox"/> New York Municipal Fund | <input type="checkbox"/> New Jersey Municipal Fund |
| <input type="checkbox"/> California Municipal Fund | <input type="checkbox"/> Tax-Free Fund           | <input type="checkbox"/> U.S. Government Portfolio |

**II – Tax-Free Sweep Options (Business Services Account BSA Only)<sup>1,2</sup>**

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> New York Municipal Fund | <input type="checkbox"/> New Jersey Municipal Fund | <input type="checkbox"/> California Municipal Fund | <input type="checkbox"/> Tax-Free Fund |
|--|--|--|--|

Note: If you selected a secondary sweep option or Tax-Free Sweep Option above, the annual Business Services Account BSA fee will apply.

**C MANAGED PROGRAMS (ACCESS, MAC, PMP, and SELECTIONS)**

Select a sweep option below if this account is utilizing one of the following Managed Programs: ACCESS, MAC, PMP, and SELECTIONS.

**Business Services Account BSA Options<sup>1,2</sup>**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Money Market Portfolio    | <input type="checkbox"/> New York Municipal Fund | <input type="checkbox"/> New Jersey Municipal Fund |
| <input type="checkbox"/> California Municipal Fund | <input type="checkbox"/> Tax-Free Fund           | <input type="checkbox"/> U.S. Government Portfolio |

<sup>1</sup> Money market funds and UBS Cashfund Inc. are sold by prospectus only

<sup>2</sup> State municipal funds are available only to residents of those states, respectively



UBS Financial Services Inc.

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Account Investment Objectives**

**Return Objective** (select one):

- ☐ Capital Appreciation – Investments seeking growth of principal rather than the generation of income.
- ☒ Current Income and Capital Appreciation – Investments seeking both the generation of income and the growth of principal.
- ☐ Current Income – Investments seeking the generation of income.

**Primary Risk Profile** (select one):

- ☐ Aggressive/Speculative – Seeks the potential for significant appreciation; willing to accept a high degree of loss of principal.
- ☐ Moderate – Seeks potential returns with a lower risk of loss of principal.
- ☒ Conservative – Seeks securities that are most likely to preserve principal with low risk.

**Secondary Risk Profile** (optional):

*This may be applicable if you intend to engage in options trading.*

- ☐ Aggressive/Speculative
- ☐ Moderate
- ☐ Conservative

**Senior Political Affiliation**

Is the account holder, any authorized signatories, beneficial owners, trustees, power of attorneys or other individuals with authority to effect transactions, or any of their immediate family members (including in-laws) or close associates (persons they are "widely and publicly known" to maintain an unusually close relationship with), a current or former senior non-U.S. political official?

- ☐ Yes ☐ No If yes, please complete the following information:

Political Official's Name \_\_\_\_\_

Current or Former Position \_\_\_\_\_

Relationship to Client(s) \_\_\_\_\_

**Source of Funds**

Please indicate the source of funds in the account: *(Check all that apply.)*

If funds are from investments transferred from another firm, please indicate the source of funds to purchase the initial investments.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Income from the business/organization          | <input type="checkbox"/> Investors/Venture Capital     |
| <input type="checkbox"/> Inheritance – From whom: _____                            | <input type="checkbox"/> Gifts – From whom: _____      |
| <input type="checkbox"/> Sale of Real Estate – Location of real estate sold: _____ | <input type="checkbox"/> Legal Settlement              |
| <input type="checkbox"/> Sale of Business – Name of business sold: _____           | <input type="checkbox"/> Other – Please specify: _____ |

**Client Agreement****BY SIGNING BELOW, ACCOUNT HOLDER UNDERSTANDS, ACKNOWLEDGES AND AGREES:**

- A. that UBS Financial Services Inc. does not provide legal or tax advice;
- B. that in accordance with the last paragraph of the Master Account Agreement entitled "Arbitration" the Account Holder agrees in advance to arbitrate any controversies which may arise with, among others, UBS Financial Services Inc. in accordance with the terms outlined therein;
- C. if the account is established with margin, that pursuant to the Master Account Agreement, certain of the securities in the account may be loaned to UBS Financial Services Inc. or to others;
- D. if no Business Services Account BSA features have been selected, the account will be opened as a Basic Investment Account and the Account Holder will be bound by the terms and conditions of the Master Account Agreement;
- E. if any Business Services Account BSA features have been selected, an annual service fee will be charged as described in the Business Services Account BSA Fee section of the Master Account Agreement;
- F. that UBS Financial Services Inc. will not supply the Account Holder's name to issuers of any securities held in the account so the Account Holder will not receive information regarding those securities directly from the issuer, but rather will receive information from UBS Financial Services Inc. instead, unless Account Holder notifies UBS Financial Services Inc. in writing otherwise;
- G. that the Account Holder has received and read a copy of this Client Agreement and the attached Master Account Agreement (which contains a copy of this Paragraph for Account Holder reference) and agrees to be bound by the terms and conditions contained therein (which terms and conditions are hereby incorporated by reference);
- H. that, if eligible, the Account Holder has received and read a copy of the UBS Financial Services Deposit Account Sweep Program Disclosure Statement;
- I. that, upon execution of this Account Application and Client Agreement, the

Account Holder will have supplied all of the information requested in the Account Application and declare it as true and accurate and further agree to promptly notify UBS Financial Services Inc. in writing of any material changes to any or all of the information contained in the Account Application including, but not limited to, information relating to the Account Holder's financial situation or investment objectives;

J. that the Account Holder has received a copy of, read and understands the "Account Information" booklet which contains, among other things, UBS Financial Services Inc.'s Privacy Statement, Statement of Credit Practices describing interest charges, the Bill Payment and Electronic Funds Transfer Services Agreement, Instructions for W-9 Preparation, Selected Fees & Charges and other important information regarding the account and relationship with UBS Financial Services Inc., which booklet and terms and conditions (other than the Privacy Statement) are incorporated herein by reference;

K. that, if the Account Holder elected the Electronic Funds Transfer Service as contained herein, the Account Holder authorizes (a) UBS Financial Services Inc. and its processing institution (the "Processing Bank") to initiate the types of transactions indicated in the Description of the Electronic Funds Transfer Service section of the Account Information booklet, and adjustments for any entries made in error, to or from Account Holder's account(s) as contained herein, and authorize the depository(ies) named on the Account Holder's bank account(s) or UBS Financial Services Inc. to debit and/or credit the same to Account Holder's bank account(s); (b) the Processing Bank and Account Holder's bank to comply with any instructions regarding electronic fund transfers between this Business Services Account BSA, Account Holder's bank account, and/or other accounts with UBS Financial Services Inc. provided that such instructions are given to UBS Financial Services Inc. with the Account Holder's PIN/Password and (c) UBS Financial Services Inc., the Processing Bank and the Account Holder's bank to make changes and/or cancellations requested by the Account Holder.

**W-9 Form Certification**

I certify as the Account Holder by signing below, or in my representative capacity for the Account Holder by signing below, and under penalties of perjury that: (1) the taxpayer identification number set forth herein is the Account Holder's correct taxpayer identification number (or the Account Holder is waiting for a number to be issued to Account Holder), and (2) the Account Holder is not subject to backup withholding because: (a) the Account Holder is exempt from backup withholding, or (b) the Account Holder has not been notified by the Internal Revenue Service (IRS) that Account Holder is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Account Holder that Account Holder is no longer subject to backup withholding, and (3) the Account Holder is a U.S. person (including a U.S. resident alien).

**Certification Instruction:** The Account Holder understands that Account Holder must strike out item (2) above if Account Holder has been notified by the IRS that Account Holder is subject to backup withholding because Account Holder failed to report all interest or dividends on Account Holder's tax return. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

X Joseph White 05/09/05  
Signature Date  
X Leeta Nitor 05/09/05  
Additional Party Signature Date

X \_\_\_\_\_  
Additional Party Signature Date  
X \_\_\_\_\_  
Additional Party Signature Date

**For UBS Financial Services Inc. Branch Use Only**

X \_\_\_\_\_  
Branch Office Manager Temporary Approval Date  
X \_\_\_\_\_  
Financial Advisor Approval Date

X \_\_\_\_\_  
Branch Office Manager Final Approval Date

Is the FA registered in both the client's state of residence and mailing address? ☐ Yes ☐ No

What was the initial transaction for this account? ☐ Buy ☐ Sell ☐ Deposit ☐ Transfer of Accounts

How was the account obtained? ☐ Walk-In /Call-In /Mail-In ☐ Referral: \_\_\_\_\_

☐ CEFS-Seminar/Adv Svcs

Interest/Dividends: ☐ Monthly ☐ Weekly ☐ Hold in Account

Account Settles: ☐ Assets in Account ☐ Equity DVP ☐ Government DVP ☐ Transfer/Ship

Loan Eligible: ☐ Yes ☐ No

**Please Note: If the Account Holder, or their immediate family members, are affiliated with a securities firm or financial institution (NYSE Rule 407) a letter of authorization from the firm specified must be obtained before the account can be opened.**

☐ BG ☐ EZ ☐ LG ☐ ML ☐ W9 ☐ NB Sweep Fund: \_\_\_\_\_ Bank Code: \_\_\_\_\_ Plan Code: \_\_\_\_\_ Assoc Code: \_\_\_\_\_

Managed Account Code: \_\_\_\_\_ Family of Account Code: \_\_\_\_\_

Initial Trade Information

Security Name: \_\_\_\_\_

Security Symbol: \_\_\_\_\_

Value: \_\_\_\_\_

\$ \_\_\_\_\_

or

Shares: \_\_\_\_\_

**UBS Financial Services Inc.**

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Account Ownership Information Addendum**

Complete for each additional principal officer.

Principal Officer Name: Lester Nixon SS#: 430-82-1208Country of Citizenship: USA Date of Birth: 06/08/1948

Passport/CEDULA and Green Card#: (If non-U.S. and no SS# specified) \_\_\_\_\_

Street Address: (Home - Legal Residence)  
1343 Martha Dunyon CircleCity: Draper State: UT Zip: 84020Telephone Number: 801-501-0219 E-mail Address: lnixon@ucip.utah.gov

Are any of the business owners, directors/principal officers, or any of their immediate family members a control person of any publicly traded corporation (examples of control persons are policy making officers, directors or 10% shareholders)?

☐ Yes ☐ No If yes, please specify company and %:

%

Are any of the business owners, directors/principal officers, or any immediate family member (spouse, child living at home or relative residing in the employee's household to whom the employee lends support) affiliated with any securities firms or broker/dealer subsidiaries of a financial institution? (NYSE Rule 407)

☐ Yes ☐ No If yes, please specify the firm: \_\_\_\_\_

Are any of the business owners, directors/principal officers, or any of their immediate family members, an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services Inc., UBS Securities LLC)?

☐ Yes ☐ No If yes, please specify:

Affiliate or Subsidiary

Employee Name and SS#

Principal Officer Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Country of Citizenship: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Passport/CEDULA and Green Card#: (If non-U.S. and no SS# specified) \_\_\_\_\_

Street Address: (Home - Legal Residence) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Are any of the business owners, directors/principal officers, or any of their immediate family members a control person of any publicly traded corporation (examples of control persons are policy making officers, directors or 10% shareholders)?

☐ Yes ☐ No If yes, please specify company and %:

%

Are any of the business owners, directors/principal officers, or any immediate family member (spouse, child living at home or relative residing in the employee's household to whom the employee lends support) affiliated with any securities firms or broker/dealer subsidiaries of a financial institution? (NYSE Rule 407)

☐ Yes ☐ No If yes, please specify the firm: \_\_\_\_\_

Are any of the business owners, directors/principal officers, or any of their immediate family members, an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services Inc., UBS Securities LLC)?

☐ Yes ☐ No If yes, please specify:

Affiliate or Subsidiary

Employee Name and SS#

**Duplicate Party Addendum**

Complete for each Duplicate Party

Check all that apply:

☐ Trade Confirmation Recipient ☐ Statement Recipient

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Internal Location Code (UBS Financial Services Use Only): \_\_\_\_\_

Country of Citizenship:

☐ USA ☐ Other (specify): \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

**Additional Address Information**

If your mailing address is a P.O. Box please provide a legal street address below.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street Address 1: \_\_\_\_\_

Location of Address:

☐ Home - Legal Residence☐ Business - Primary☐ Home - Secondary☐ Business - Secondary☐ Other (specify): \_\_\_\_\_

Street Address 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_



UBS Financial Services Inc.

Account Number: \_\_\_\_\_

RESOLUTION (ASSOCIATION OR OTHER NON-CORPORATE ORGANIZATION)

BE IT RESOLVED THAT Sonya White, Executive Assistant  
(NAME AND TITLE OF OFFICER)

is hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of this

Utah Counties Insurance Pool (UCIP)

(TYPE OF ORGANIZATION)

I, Lester Nixon, Chief Executive Officer  
(NAME AND TITLE OF OFFICER)

of Utah Counties Insurance Pool (UCIP)  
(NAME OF ORGANIZATION)

hereby certify that the foregoing is a true copy of a ~~resolution~~ <sup>motion</sup> duly adopted by the

Utah Counties Insurance Pool Board of Trustees

(NAME OF GOVERNING BODY OF THE ORGANIZATION)

of said UCIP at a meeting duly held the 27

day of April, 2005, at which a quorum was present and voting and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the

Articles of Incorporation and Bylaws


(NAME OF DOCUMENT UNDER WHICH ORGANIZATION IS OPERATING)

of said Utah Counties Insurance Pool (UCIP)  
(NAME OF ORGANIZATION)

(SEAL)

Date 05/09/05

(IF NO SEAL, CERTIFY THAT THERE IS NO SEAL)

  
SECRETARY

(Must not be signed by an Officer authorized to Act)

Gene Roundy





## **AGENDA ITEM SUMMARY**

### ***Item Description***

In the Management Letter that Larson prepared with the 2004 audit, Larson recommended that UCIP address maturities of investments (“ladders”) to avoid interest rate risk arising from increasing interest rates. This requires changing the investment policy.

### ***Background, Discussion***

As interest rates rise, money lent at a lower interest rate will underperform the market as new lending is made at the higher rates, e.g., a 10 year bond with a 3% yield bought in 2003 was a good yield, but is less attractive today because of rising rates. This is the interest rate risk mentioned by Larson. Staff recommends not putting concrete time constraints in the Investment Policy because conditions change frequently. Staff does recommend that maturities not extend beyond the time frame of the actuary’s report, which is about 8 years and that staff and the Audit Committee monitor the maturity dates frequently with our investment partners, Wachovia and UBS. As you heard from UBS in April, a 2 year time frame is currently what they recommend to hedge against rising interest rates.

### ***Recommendation***

Staff recommends approval of the revised Investment Policy as recommended by the Audit Committee.



## **XI. DIVERSIFICATION**

UCIP will diversify its investments by security type and institution to the degree that such diversification is permitted. Investments in commercial paper, corporate bonds and asset-backed obligations shall not exceed 20 percent of the total assets of UCIP's investments.

## **XII. MAXIMUM MATURITIES**

To the extent possible, UCIP will attempt to match its investments with anticipated cash flow requirements as determined by the Audit Committee. Investments will be "laddered" to match estimated payouts pursuant to the annual actuarial review. Any investments involving a longer maturity than the estimate of the actuarial review, will be made with members' equity, or net assets, and may not exceed 75% of that total amount. For funds not specifically matched to cash flow, UCIP will invest in securities not exceeding the terms to maturity as set out in Section 51-7-11 Utah Code Annotated, 1953 as amended.

## **XIII. PERFORMANCE STANDARDS**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

**Market Yield (Benchmark):** UCIP's investment strategy is active. Given this strategy, the basis used by the Audit Committee to determine whether market yields are being achieved shall be the Lehman Brothers Intermediate Government Bond Index or other appropriate index as designated annually by the Audit Committee.

## **XIV. REPORTING**

The Executive Assistant is charged with the responsibility of providing a market report on investment activity and returns on a regular basis to the Board of Trustees and to the Audit Committee on an annual basis. Reports to the Audit Committee will include, but not be limited to:

1. Performance;
2. Volatility (as measured by effective duration);
3. Interest earnings;
4. Number of trades;
5. Average maturity;
6. Market sector breakdown.

## **XV. INVESTMENT POLICY ADOPTION**

This investment policy shall be adopted by resolution of the Board of Trustees. The policy shall be reviewed by the Audit Committee annually and any modifications made thereto must be approved by the Board of Trustees.



# **UTAH COUNTIES INSURANCE POOL FRAUD POLICY STATEMENT**

## **I. BACKGROUND**

The UCIP fraud policy is established to facilitate the development of controls which will aid in the detection and prevention of fraud against UCIP. It is the intent of UCIP to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and the conduct of investigations.

## **II. SCOPE**

This policy applies to any fraud, or suspected fraud, involving employees as well as members, Trustees, claimants, consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with UCIP.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to UCIP.

## **III. POLICY**

All employees are responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. Each employee will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any suspected act of fraud concerning a claim with UCIP must be referred to the Litigation Management Committee.

Any suspected act of fraud not related to a claim that is detected or suspected must be reported immediately to the UCIP Chief Executive Officer and any member of the UCIP Audit Committee.

## **IV. ACTIONS CONSTITUTING FRAUD**

Actions constituting fraud are not limited to the following:

- Any dishonest or fraudulent act;
- Forgery or alteration of any document or account belonging to UCIP;
- Forgery or alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, securities, supplies or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Profiteering as a result of insider knowledge of UCIP activities;
- Disclosing confidential and proprietary information to outside parties;
- Accepting or seeking anything of material value from contractors, vendors or persons providing service/materials to UCIP (an exception is gifts less than \$100 in value);
- Destruction, removal or inappropriate use of records, furniture, fixtures, vehicles and equipment; and/or
- Any similar or related inappropriate conduct.

## **V. OTHER INAPPROPRIATE CONDUCT**

Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct should be resolved by the UCIP Chief Executive Officer without UCIP Audit Committee Involvement.

## **VI. INVESTIGATION RESPONSIBILITIES**

The UCIP Audit Committee has the primary responsibility for the timely and comprehensive investigation of all suspected fraudulent acts as defined in this policy. If the investigation substantiates that fraudulent activities have occurred, the UCIP Chief Executive Officer and the UCIP Audit Committee will issue reports to the Board of Trustees.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and the Board of Trustees, as will final decisions on disposition of the case.

## **VII. CONFIDENTIALITY**

All Information received will be treated confidentially. Any employee who suspects dishonest or fraudulent activity will notify the UCIP Chief Executive Officer or any member of the UCIP Audit Committee immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act (see Reporting Procedure section below).

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect UCIP from potential civil liability.

## **VIII. AUTHORIZATION FOR INVESTIGATION OF SUSPECTED FRAUD**

Members of the UCIP Audit Committee and the UCIP Chief Executive Officer will have:

- Free and unrestricted access to all UCIP records and premises, whether owned or rented; and
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation; and
- The authority to conduct its investigation in a manner that it deems appropriate for the circumstances.

## **IX. REPORTING PROCEDURES**

Great care shall be taken in the investigation of suspected or alleged improprieties or wrongdoings so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

An employee who discovers or suspects fraudulent activity will contact the UCIP Chief Executive Officer or any member of the UCIP Audit Committee immediately. All inquiries concerning the alleged violation under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the UCIP Chief Executive Officer and the UCIP Audit Committee. No information concerning the status of an investigation will be given out during an investigation. The proper response to any inquiry is: "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand resolution; and
- Do not discuss the case, facts, suspicions, or allegation with anyone unless specifically asked to do so by the UCIP Chief Executive Officer and UCIP Audit Committee.

#### **X. TERMINATION**

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval at the discretion of the UCIP Chief Executive Officer and, if necessary, by outside counsel, before any such action is taken.

#### **XI. ADMINISTRATION**

The UCIP Chief Executive Officer is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed. This policy does not create any liability on the part of UCIP for inaction nor does it modify or change in any way the existing employee policies and procedures or imply any due process for any director, officer, or employee who may be under investigation.



# **UTAH COUNTIES INSURANCE POOL CODE OF ETHICS POLICY STATEMENT**

## **I. CODE OF ETHICS**

UCIP and its Board of Trustees and employees have committed to conduct business in accordance with the highest ethical standards and as required by federal, state and local laws. This Code sets out the principles to which all Trustees and employees of UCIP are expected to adhere and advocate in meeting these standards. The Code embodies rules regarding individual and peer responsibilities, as well as responsibilities to UCIP, its members and the public.

## **II. CONFLICT OF INTEREST**

Trustees and employees have an obligation to promote the best interests of UCIP at all times. They should avoid any action which may involve a conflict of interest with UCIP. Trustees and employees should not have any undisclosed, unapproved financial or other business relationships with vendors, suppliers, customers or competitors that might impair the independence of any judgment they may need to make on behalf of UCIP. Conflicts of interest would also arise if a Trustee or employee, or member of his or her family, receives unapproved, undisclosed or improper personal benefits as a result of his or her position in UCIP.

If any conflicts of interest arise, Trustees and employees must provide full disclosure of the circumstances and recuse themselves from any related decision making process.

Trustees and employees must also avoid apparent conflicts of interest, which occur where a reasonable observer might assume there is a conflict of interest that might impair the objectivity of the Trustee or employee.

## **III. COMPLIANCE WITH LAWS**

Trustees and employees of UCIP must respect and follow the laws and regulations of the locations in which UCIP conducts business.

If local law conflicts with a policy in this Code, the Trustee or employee must comply with the law; however, if a local custom or policy conflicts with this Code, the Trustee or employee must comply with the Code.

## **IV. FINANCIAL DISCLOSURE**

Financial disclosures and reports of UCIP will be prepared timely and with Generally Accepted Accounting Principles.

## **V. COMPLIANCE WITH THE CODE OF ETHICS**

If employees have knowledge or are suspicious of any non-compliance with any section of this Code or are concerned whether circumstances could lead to a violation of this Code, they should discuss the situation with the UCIP Chief Executive Officer. If the

circumstances are such that it would be inappropriate to involve the UCIP Chief Executive Officer, they should contact any Trustee directly.

If Trustees have knowledge or are suspicious of any non-compliance with any section of this Code or are concerned whether circumstances could lead to a violation of this Code, they should discuss the situation with the President of the Board of Trustees or any member of the UCIP Audit Committee.

UCIP will not allow any retaliation against a Trustee or employee who acts in good faith in reporting any such violation or suspected violation.

Any waiver of this Code for Trustees or employees may be made only by the UCIP Audit Committee and will be promptly disclosed as required by law.

## **VI. ACCOUNTABILITY FOR ADHERENCE TO THE CODE**

Trustees and employees are responsible for abiding by this Code. This includes individuals responsible for the failure to exercise proper supervision and detect and report a violation by their subordinates. Discipline may, when appropriate, include dismissal.

## **AGENDA ITEM SUMMARY**

### ***Item Description***

Approve Client Service Agreement with Marsh USA Risk and Insurance Services

### ***Background, Discussion***

Marsh is being paid a fee of \$60,000 by UCIP, which is equivalent to commission on the property, boiler and machinery, and crime placement. In addition to placing the reinsurance, Marsh has agreed to make 2 reports on the industry to the Board of Trustees, and consult with staff throughout the year regarding the insurance market.

Marsh receives a commission from the insurer for the following items: the self-insurance bond required by the Labor Commission for the workers' compensation program; aviation and airport insurance; TULIP; and any individual placements as requested by members. (This is the same practice as in the past.)

### ***Recommendation***

Staff recommends approval of the agreement with Marsh and authorizing the President to sign the agreement on behalf of UCIP.

**Client Service Agreement**  
**by and between**  
**Marsh USA Risk and Insurance Services**  
**and**  
**Utah Counties Insurance Pool**

AGREEMENT, dated January 1, 2005, between Utah Counties Insurance Pool ("Client") and Marsh USA Risk and Insurance Services ("Marsh").

It is agreed as follows:

**1. Services**

Marsh is engaged as the Client's insurance, risk management and risk financing advisor and insurance broker, and shall perform the following services for the Client, with respect to the following lines of insurance coverage: Property, Boiler & Machinery, Vehicle Physical Damage, Crime/Fidelity, Self-Insurance Bond, Tenant Users Liability, Airport Liability and Aircraft Liability.

- a. Work with the Client to assess the Client's risks;
- b. Work with the Client to design and develop the Client's insurance program;
- c. Identify and negotiate on the Client's behalf with insurers and keep the Client informed of significant developments. Marsh shall be authorized for purposes of this Agreement to represent and assist the Client in all discussions and transactions with all insurers, provided that Marsh shall not place any insurance on behalf of the Client unless so authorized by the Client;
- d. Assist with documentation and other steps to obtain commitments for and implement the Client's insurance program upon the Client's instructions, it being understood that Marsh will not independently verify or authenticate Client-provided information necessary to prepare underwriting submissions and other documents relied upon by insurers, and the Client shall be solely responsible for the accuracy and completeness of such information and other documents furnished to Marsh and/or insurers and shall sign any application for insurance. The Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage;
- e. Use its best efforts to place insurance on behalf of the Client, if so instructed by the Client. However, Marsh does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the Client;
- f. Monitor published financial information of the Client's current insurers and alert the Client when the status of one or more of such insurers falls below Marsh's minimum financial guidelines. Marsh will not, however, be responsible for the solvency of any insurance carrier or its ability or willingness to pay claims, return premiums or other financial obligations. Insurers with whom the Client's risks have been placed will be deemed acceptable to the Client, in the absence of contrary instructions from the Client;
- g. Follow up with insurance carriers for timely issuance of policies and endorsements;
- h. Review policies and endorsements for accuracy and conformity to specifications and negotiated coverages;
- i. Provide coverage summaries for all new coverages and updates on changes to existing coverages;
- j. In certain cases, placements which Marsh makes on the Client's behalf may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or



associations. The Client will pay such taxes and fees, whenever assessed. To the extent practical, such taxes and fees will be identified by Marsh on invoices covering these placements. Any such taxes and fees collected by Marsh will be promptly remitted by Marsh to the appropriate authorities;

- k. Utilize the services of other intermediaries to assist in the marketing of the Client's insurance (including brokers in the London and other markets), when in Marsh's professional judgment those services are necessary or appropriate. Such intermediaries may be affiliates of Marsh or not related to Marsh. The compensation of such intermediaries is not included in Marsh's compensation under this Agreement and will be paid by insurers out of paid premiums;
- l. Keep the Client informed of significant changes and/or trends in the insurance marketplace and provide the Client with an annual forecast of market conditions;
- m. Following placement, deliver binders prior to the expiration of the Client's current policies;
- n. Process or facilitate the processing of certificates of insurance and bonds with respect to insurance policies placed by Marsh, as requested by the Client;
- o. Review audits, rating adjustments, dividend calculations and loss data;
- p. Provide the Client with detailed invoices, except in the case of direct billing by insurers;
- q. Assist the Client in establishing claims reporting procedures;
- r. Consult with the Client regarding specific claims;
- s. Follow-up with insurers with respect to timely collection of claims and with respect to the payment of return premiums;
- t. Act as a liaison between the Client and insurers;
- u. Assist the Client in connection with issues relating to interpretation of insurance policies placed by Marsh;
- v. Conduct strategic planning sessions to review current performance and establish future objectives and strategies for the Client's risk and insurance program;
- w. Effective upon the renewal or placement by Marsh of the Client's excess insurance program, unless the Client gives the Marsh client executive contrary instructions in writing, whenever the Marsh client executive is informed in writing by the Client that a claim has been notified to the primary carrier Marsh will notify all applicable excess carriers where Marsh has placed the applicable excess policies or the Marsh client executive has been provided written notice by the Client of the applicable carrier and policies. If Marsh is instructed not to provide notice to any excess carrier, Marsh shall have no responsibility for any consequences arising out of the failure to give notice;
- x. Develop a mutually agreeable renewal action plan and timeline that highlights accountability and meets the Client's objectives;
- y. Meet regularly with the Client's key people to discuss strategy and open items; and
- z. Meet with the Client's Board of Directors semi-annually to review the state of the insurance marketplace and answer general questions related to the Client's insurance policies placed by Marsh.

If Marsh has taken over any existing program or policies implemented by another broker, Marsh will not assume any responsibility for the adequacy or effectiveness of those programs or policies or any actions or omissions occurring prior to Marsh's retention. Within a reasonable period of time, Marsh will have completed a review of those programs and policies and will make recommendations it believes are necessary.

Marsh does not speak for any insurer, is not bound to utilize any particular insurer, and does not have the authority to make binding commitments on behalf of any insurer.

## 2. Compensation

### Fee and Commission Income

Marsh will be compensated for the services as outlined in this Agreement with respect to Self-Insurance Bond, Tenant Users Liability, Airport Liability and Aircraft Liability through commissions received from insurance companies (retail, excess and surplus lines and wholesale). Marsh will deliver the services as outlined in this Agreement with respect to Property, Boiler & Machinery, Vehicle Physical Damage, Crime/Fidelity (the "Fee Coverages") for an annual fee of \$ 60,000, payable and to be invoiced as follows: in full on January 1, 2005. With respect to insurance placed by Marsh on the Client's behalf, Marsh will disclose to the Client the amount of any commissions received by Marsh and, with respect to the Fee Coverages, credit commissions collected for such coverages against remaining installments of the annual fee and, to the extent in excess of the remaining installments, refund previously paid installments of the fee. In the event such commissions for a contract year exceed Marsh's annual fee for that year, then excess commissions will be returned to the Client if permitted by law. Otherwise, excess commissions will be carried forward and applied against Marsh's annual compensation for subsequent years if permitted by law. Such commissions do not include, and Marsh shall be entitled to receive and retain, as to all lines of coverage, wholesale commissions with respect to placements for the Client. Marsh will disclose to the Client any such wholesale commissions collected by Marsh.

In the event there is a significant change in the Client's operations which affects the nature and scope of its insurance program, Marsh and the Client both agree to renegotiate Marsh's compensation in good faith as appropriate.

## 3. Term

The term of this Agreement shall commence January 1, 2005 and shall terminate one (1) year thereafter.

The term may be extended by mutual written agreement of the parties. In the event of termination, Marsh will assist the Client in arranging a smooth transition process. However, Marsh's obligation and the obligation of its affiliates to provide services to the Client will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 90 days prior notice to the other. For the **Commission** portion of the compensation, in the event of termination by the Client prior to expiration, Marsh's compensation set forth in Section 2 for the contract year will be deemed fully earned at inception. For the **Fee** portion of the compensation, in the event of termination by the Client prior to expiration, Marsh's compensation set forth in Section 2 for the contract year will be deemed earned in accordance with the following schedule, for services performed through the termination date:

60% at commencement of term of Agreement  
75% after four months  
100% after seven months

In the event of a termination by Marsh prior to expiration, Marsh's annual compensation will be deemed earned on a pro-rata basis.

## 4. Additional Services

Additional services are available for additional compensation and subject to the negotiation of separate agreements. Such services include, but are not limited to:

- Consulting relating to work force strategies, including behavioral risk management, absence management, cumulative injury management, financial diagnostics and custom risk and insurance solutions;
- Business interruption and other claims valuation services offered by Marsh's CAPS Claims Accounting and Preparation Services practice;
- Environmental risk consulting services;
- Operations and assets consulting services, including business continuity management, supply chain risk management, loss control and engineering support services and strategic risk assessments;
- Risk management claims information systems, including Marsh's STARS and TrendTracker software programs, and related services;
- Claims services other than those specified above, including catastrophic claims, mass tort claims, claims advocacy services and archival research;
- Placement of lines of coverage other than those referenced in Section 1 and the servicing of such coverage;
- Services in connection with loss portfolio transfers and alternative risk financing;
- Establishment and administration of captive insurers;
- Non-recurring insurance placements involving significant quantitative or actuarial analysis or modeling, placements of risks with financial institutions other than insurance carriers, and placements of risks not customarily accepted by insurers;
- Actuarial services;
- Employee benefits services;
- Insurance-related mergers and acquisition due diligence services; and
- Interactive on-line client services.

5. **Books and Records.**

The Client is entitled to copies of reports and/or documents relating to its account (other than internal Marsh correspondence). However, files (other than copies of insurance policies) will not be retained for more than five years after the expiration of a particular policy's term.

6. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions.

7. **Miscellaneous.**

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

**Marsh USA Risk and Insurance Services**

By: \_\_\_\_\_  
Jeff R. Larsen  
Sr. Vice President

Date: \_\_\_\_\_

ACCEPTED AND AGREED:

**Utah Counties Insurance Pool**

By: \_\_\_\_\_  
Dan McComkie  
President of the Board of Trustees

Date: \_\_\_\_\_

**Deleted:** Lester Nixon

**Deleted:** Chief Executive Officer



# Utah Counties Insurance Pool

## Payments

April 28, 2005 - May 31, 2005

Type	Date	Num	Name	Memo	Split	Amount
<b>WF-Expense</b>						
Liability Check	4/29/2005		QuickBooks Payroll Service	Created by Payroll Service on 04/25/2005	-SPLIT-	-10,322.72
Paycheck	4/30/2005		Brody S. Parker	Direct Deposit	-SPLIT-	0.00
Paycheck	4/30/2005		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	4/30/2005		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	4/30/2005		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	4/30/2005		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	4/30/2005		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Liability Check	5/2/2005		Nationwide Retirement Solutions	Entity: 644013	-SPLIT-	-2,853.40
Liability Check	5/3/2005		United States Treasury	87-0495792	-SPLIT-	-3,502.24
Liability Check	5/3/2005	2889	Utah Retirement Systems	Unit No: 864 (April 2005)	-SPLIT-	-6,892.21
Check	5/3/2005	2890	PEHP-LTD	Coverage Period: April 2005	-SPLIT-	-177.68
Liability Check	5/11/2005		United States Treasury	87-0495792	-SPLIT-	-3,855.16
Check	5/12/2005	2891	Marsh USA Risk & Insurance Services	Invoice Number: 325949	-SPLIT-	-10,135.00
Check	5/12/2005	2892	T Minus 5 Entertainment, Inc.	May 12 Performance	Loss Control / Training	-2,000.00
Check	5/12/2005	2893	Qwest	Account Number: 801-293-3098-606B	Telephone	-236.26
Check	5/12/2005	2894	SHRM	Invoice Number: 2001998329	-SPLIT-	-160.00
Check	5/12/2005	2895	Larson & Company	Invoice Number: 12966	-SPLIT-	-2,468.78
Check	5/12/2005	2896	PEHP-LTD	VOID: Coverage Period: April 2005	-SPLIT-	0.00
Liability Check	5/12/2005	2897	Utah Retirement Systems	VOID: Unit No: 864 (April 2005)	-SPLIT-	0.00
Check	5/12/2005	2898	Christensen & Jensen	Invoice Number: 39372	Staff Medical Insurance	-826.94
Check	5/12/2005	2899	Steve Baker	Mileage Reimbursement	Board Expense	-254.34
Check	5/12/2005	2900	Kenneth Bischoff	Mileage Reimbursement	Board Expense	-267.30
Check	5/12/2005	2901	Jerry Grover	Mileage Reimbursement	Board Expense	-215.46
Check	5/12/2005	2902	Dan McConkie	Mileage Reimbursement	Board Expense	-253.53
Check	5/12/2005	2903	Kent Sundberg	Mileage Reimbursement	Board Expense	-222.75
Check	5/12/2005	2904	Steven Wall	Mileage Reimbursement	Board Expense	-133.65
Check	5/12/2005	2905	Ira Hatch	Mileage Reimbursement	Board Expense	-222.75
Check	5/12/2005	2906	Kay Blackwell	Mileage Reimbursement	Board Expense	-60.75
Check	5/12/2005	2907	Gene Roundy	Mileage Reimbursement	Board Expense	-42.12
Check	5/12/2005	2908	Snelling Personnel Services, Inc.	Customer Number: 20357-0000742	Professional Fees	-478.08
Check	5/12/2005	2909	Positive Incentives	Invoice Numbers: 85045	Incentives	-1,182.45
Check	5/12/2005	2910	Verizon Wireless	Invoice Number: 1944920274	Telephone	-5.07
Check	5/12/2005	2911	iLinc Communications	Statement Number: 1039599	-SPLIT-	-201.47
Check	5/12/2005	2912	Comfort Suites	Account Number: 362	-SPLIT-	-1,590.92
Check	5/12/2005	2913	Verizon Wireless	Invoice Number: 1945208199	Telephone	-44.26
Check	5/12/2005	2914	FedEx	Invoice Number: 3-810-61728	Postage	-6.35
Check	5/12/2005	2915	Agile Studios	Invoice Number: 20050032	-SPLIT-	-1,935.00
Check	5/12/2005	2916	Mountain View Software	Invoice Number: 12889	Information Technology	-4,100.00
Check	5/12/2005	2917	Utah PRIMA Chapter	Law Enforcement Seminar Sponsorship	Exhibiting & Sponsorship	-150.00
Check	5/12/2005	2918	Shelley Peck	Expense Reimbursement	Loss Control / Training	-34.09
Check	5/12/2005	2919	Office Depot	Account Number: 35538769	-SPLIT-	-94.37
Liability Check	5/12/2005	2920	Utah Local Governments Trust	Customer Number: 1576.0 (JUN)	-SPLIT-	-5,918.53
Check	5/12/2005	2921	Positive Incentives	Invoice Numbers: 85082	Loss Control / Training	-607.98
Check	5/12/2005	2922	Kinko's	Account Number: 0000511812	Loss Control / Training	-52.92
Liability Check	5/13/2005		QuickBooks Payroll Service	Created by Payroll Service on 05/09/2005	-SPLIT-	-10,322.76
Liability Check	5/13/2005		QuickBooks Payroll Service	Created by Payroll Service on 05/10/2005	-SPLIT-	-1,733.12
Paycheck	5/15/2005		Brody S. Parker	Direct Deposit	-SPLIT-	0.00
Paycheck	5/15/2005		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00

# Utah Counties Insurance Pool Payments

April 28, 2005 - May 31, 2005

Type	Date	Num	Name	Memo	Split	Amount
Paycheck	5/15/2005		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	5/15/2005		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	5/15/2005		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	5/15/2005		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Check	5/15/2005		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Check	5/27/2005	VISA	Wells Fargo	Account Number: 4856 2002 0646 9796	-SPLIT-	-2,300.23
Check	5/27/2005	VISA	Wells Fargo	Account Number: 4856 2002 0633 9635	-SPLIT-	-335.13
Check	5/27/2005	VISA	Wells Fargo	Account Number: 4856 2002 0646 9788	-SPLIT-	-1,438.42
Check	5/27/2005	VISA	Wells Fargo	Account Number: 4856 2002 0789 0792	-SPLIT-	-662.72
Liability Check	5/27/2005		QuickBooks Payroll Service	Created by Payroll Service on 05/26/2005	-SPLIT-	-10,322.75
Liability Check	5/27/2005		Nationwide Retirement Solutions	Entity: 644013	-SPLIT-	-2,860.57
Liability Check	5/27/2005		United States Treasury	87-0495792	-SPLIT-	-3,502.18
Paycheck	5/31/2005		Brody S. Parker	Direct Deposit	-SPLIT-	0.00
Paycheck	5/31/2005		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	5/31/2005		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	5/31/2005		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	5/31/2005		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	5/31/2005		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Check	5/31/2005	2923	Utah Safety Council	Invoice Number: 80366	Loss Control / Training	-318.00
Check	5/31/2005	2924	Office Depot	Account Number: 35538769	-SPLIT-	-254.27
Check	5/31/2005	2925	Verizon Wireless	VOID: Invoice Number: 1949562837	Telephone	0.00
Check	5/31/2005	2926	Utah Association of County Treasurers	Workshop Sponsorship	Exhibiting & Sponsorship	-500.00
Check	5/31/2005	2927	Don Green Photography, Inc.	May 19 Photography	Professional Fees	-125.00
Check	5/31/2005	2928	FedEx	Invoice Number: 3-822-60808	Postage	-6.85
Check	5/31/2005	2929	Lester J. Nixon	Reimbursable Expenses	-SPLIT-	-495.73
Check	5/31/2005	2930	Sonya J. White	Reimbursable Expenses	-SPLIT-	-199.88
Check	5/31/2005	2931	Snelling Personnel Services, Inc.	Customer Number: 20357-0000742	-SPLIT-	-956.16
Check	5/31/2005	2932	Pfeiffer Consulting Group, LLP	VOID: Invoice No. N/A	Professional Fees	0.00
Check	5/31/2005	2933	Mark W. Brady	Reimbursable Expenses	-SPLIT-	-750.00
Liability Check	5/31/2005	2934	Utah Retirement Systems	Unit No: 864 (March 2005)	-SPLIT-	-7,284.81
Check	5/31/2005	2935	PEHP-LTD	Coverage Period: May 2005	-SPLIT-	-189.68
Check	5/31/2005	2936	Verizon Wireless	Invoice Number: 1942085371	Staff Medical Insurance	-66.44
Check	5/31/2005	2937	Snelling Personnel Services, Inc.	Customer Number: 20357-0000742	Telephone	-478.08
Total WF-Expense						-106,607.31
<b>WF-Work Comp Expense</b>						
Check	5/9/2005	0055	Alternative Service Concepts, LLC	Invoice Number: 0009952-IN	Third Party Administrator ...	-11,894.68
Check	5/9/2005	0056	Brody S. Parker	Expense Reimbursement	-SPLIT-	-144.76
Check	5/9/2005	0057	BRF - Alternative Service Concepts	Voucher Number: 1299	Third Party Administrator ...	-2,128.26
Check	5/31/2005	0058	Pfeiffer Consulting Group, LLP	Invoice No. N/A	Professional Fees	-100.00
Total WF-Work Comp Expense						-14,267.70
<b>TOTAL</b>						<b>-120,875.01</b>

# AFFIDAVIT OF DAN McCONKIE

STATE OF UTAH )  
 )  
:ss  
COUNTY OF SALT LAKE )

Dan McConkie, being duly sworn upon oath, deposes and says:

1. That the affiant has personal knowledge of the matters hereinafter referred to in this Affidavit.

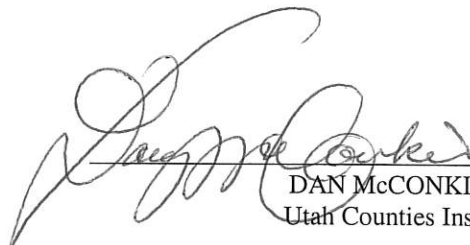
2. That the Affiant, on or about the 3 day of June, 2005, presided over a meeting of the Utah Counties Insurance Pool Board of Trustees, an open and public meeting within the provisions of Chapter 4, Title 52, Utah Code Annotated, 1953, as amended.

3. That a quorum of the Utah Counties Insurance Pool Board of Trustees was present and at least two-thirds of the members present, voted to close the meeting pursuant to the provisions of Section 52-4-4, Utah Code Annotated, 1953, as amended, for the purpose of discussing the character, professional competence, or physical or mental health of an individual.

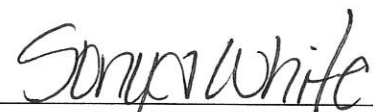
4. That the affiant was present throughout the meeting and, pursuant to the provisions of Section 52-4-7.5, the affiant does hereby affirm that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual or individuals.

FURTHER, Affiant saith not.

DATED this 3 day of June, 2005.

  
DAN McCONKIE, President  
Utah Counties Insurance Pool

On the 3 day of June 2005, personally appeared before me Dan McConkie, who, after being by me duly sworn, deposed and said that the information contained in the above and foregoing Affidavit is true and correct.

  
NOTARY PUBLIC  
Residing at: Sandy UT  
My Commission Expires: 4-18-2006



